

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM445175

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
MASTERBUILT MANUFACTURING, LLC		09/27/2017	Limited Liability Company: DELAWARE
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	FIFTH THIRD BANK		
<b>Street Address:</b>	38 FOUNTAIN SQUARE PLAZA		
<b>Internal Address:</b>	MD #10908F		
<b>City:</b>	CINCINNATI		
<b>State/Country:</b>	OHIO		
<b>Postal Code:</b>	45263		
<b>Entity Type:</b>	BANKING CORPORATION: OHIO		
<b>PROPERTY NUMBERS Total: 7</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	3149798	SMOKE HOLLOW	
<b>Registration Number:</b>	3636055	SPORTABLE	
<b>Registration Number:</b>	4787428	SMOKE CHEF	
<b>Registration Number:</b>	4989827	SMOKE TRONIX	
<b>Serial Number:</b>	87417319	THERMOTEMP	
<b>Serial Number:</b>	87460900	JM	
<b>Serial Number:</b>	87460988	JM MASTERBUILT EST. 1973	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	2025339099		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	202-467-8800		
<b>Email:</b>	BEHOGUE@VORYS.COM, LCSTRIGGLES@VORYS.COM		
<b>Correspondent Name:</b>	VORYS, SATER, SEYMOUR AND PEASE LLP		
<b>Address Line 1:</b>	P.O. BOX 2255 -- IPLAW@VORYS		
<b>Address Line 2:</b>	ATTN: TANYA MARIE CURCIO		
<b>Address Line 4:</b>	COLUMBUS, OHIO 43216-2255		
<b>ATTORNEY DOCKET NUMBER:</b>	05252-1112		

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<b>NAME OF SUBMITTER:</b>	Bernice Hogue
<b>SIGNATURE:</b>	/bernice hogue/
<b>DATE SIGNED:</b>	09/29/2017
<b>Total Attachments: 5</b> source=First Amendment to Trademark Security Agreement (Executed Version)#page1.tif source=First Amendment to Trademark Security Agreement (Executed Version)#page2.tif source=First Amendment to Trademark Security Agreement (Executed Version)#page3.tif source=First Amendment to Trademark Security Agreement (Executed Version)#page4.tif source=First Amendment to Trademark Security Agreement (Executed Version)#page5.tif	

**FIRST AMENDMENT  
TO  
TRADEMARK SECURITY AGREEMENT**

THIS FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT (this “Amendment”) is made and entered into as of September 27, 2017 (the “Effective Date”), by and between **MASTERBUILT MANUFACTURING, LLC**, a Delaware limited liability company, whose principal place of business and mailing address is 1 Masterbuilt Court, Columbus, Georgia 31907 (“Debtor”), and **FIFTH THIRD BANK**, an Ohio banking corporation (“Agent”), as Agent for the benefit of the Secured Creditors (as defined in the Credit Agreement, as defined below), and is as follows:

**Preliminary Statements**

**A.** Debtor, Agent, LC Issuer and the Lenders have entered into that certain Amended and Restated Credit Agreement, dated as of the Effective Date (as further amended, restated, and modified from time to time, the “Credit Agreement”).

**B.** In connection with the Existing Credit Agreement (as defined in the Credit Agreement), Debtor executed and delivered to Agent for the benefit of the Secured Creditors that certain Trademark Security Agreement dated as of September 30, 2016 (the “Trademark Security Agreement”), which Trademark Security Agreement was recorded on October 14, 2016 in the United States Patent and Trademark Office, commencing at Reel No. 5892, Frame No. 0304. Capitalized terms used but not defined herein shall have the meanings provided in the Trademark Security Agreement or the Credit Agreement as applicable.

**C.** In connection with the Credit Agreement, Debtor and Agent desire to amend the Trademark Security Agreement to include certain trademarks and trademark applications acquired by Debtor in connection with the Smoke Hollow Acquisition as part of the Trademark Collateral.

**D.** Debtor and Agent have agreed that this Amendment be executed and delivered by Debtor to Agent.

**Statement of Agreement**

In consideration of the mutual covenants and agreements set forth in the Credit Agreement and this Amendment, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Agent and Debtor hereby agree as follows:

**1. Amendments to Trademark Security Agreement.** Schedule I to the Trademark Security Agreement is hereby supplemented with the document attached hereto as Schedule I. Accordingly, Debtor hereby acknowledges and agrees that each mark, registration, and application listed on the Schedule I attached hereto constitutes, and shall be deemed to be, part of the “Trademark Collateral” and the “Trademarks” (as each is defined in the Trademark Security Agreement) for all purposes of the Loan Documents.

2. **Default.** Any default by Debtor in the performance of its obligations under this Amendment shall constitute an Event of Default under the Trademark Security Agreement if not cured after any applicable notice and cure period set forth in the Trademark Security Agreement.

3. **Continuing Effect of Trademark Security Agreement; Reaffirmation of Security.** Except as expressly amended hereby, all of the provisions of the Trademark Security Agreement are hereby ratified and confirmed and remain in full force and effect. Without limiting the generality of the foregoing, Debtor ratifies and reaffirms all grants of Liens to Agent on the Trademark Collateral (including, without limitation, the Trademark Collateral set forth on the Schedule I attached hereto) as security for the Obligations (as defined in the Credit Agreement), and Debtor acknowledges and confirms that the grants of the Liens to Agent for the benefit of the Secured Creditors on the Trademark Collateral: (a) represent continuing Liens on all of the Trademark Collateral, (b) secure all of the Obligations, and (c) represent valid, first and best Liens on all of the Trademark Collateral except to the extent of any Permitted Liens (as defined in the Credit Agreement).

4. **One Agreement; References; Fax Signature.** The Trademark Security Agreement, as amended by this Amendment, will be construed as one agreement, and any reference in any of the Loan Documents to the Trademark Security Agreement will be deemed to be a reference to the Trademark Security Agreement as amended by this Amendment. This Amendment may be signed by facsimile signatures or other electronic delivery of an image file reflecting the execution hereof, and, if so signed: (a) may be relied on by each party as if the document were a manually signed original and (b) will be binding on each party for all purposes.

5. **Captions.** The headings to the Sections of this Amendment have been inserted for convenience of reference only and shall in no way modify or restrict any provisions hereof or be used to construe any such provisions.

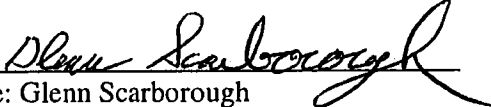
6. **Counterparts.** This Amendment may be executed in multiple counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

7. **Governing Law.** This Amendment shall be governed by and construed in accordance with the local laws of the State of Ohio (without regard to Ohio conflicts of law principles).

[Signature Page Follows]

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Agent as of the Effective Date.

**MASTERBUILT MANUFACTURING, LLC**

By:   
Name: Glenn Scarborough  
Title: Vice President and Chief Financial Officer

SIGNATURE PAGE 1 OF 2 TO  
FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 006165 FRAME: 0490**

IN WITNESS WHEREOF, this Amendment has been duly executed by Debtor and Agent as of the Effective Date.

**FIFTH THIRD BANK, as Agent**

By: *R. Ted Keller*  
Name: R. Ted Keller  
Title: Vice President

SIGNATURE PAGE 2 OF 2 TO  
FIRST AMENDMENT TO TRADEMARK SECURITY AGREEMENT

**TRADEMARK**  
**REEL: 006165 FRAME: 0491**

**SCHEDULE I**

**TRADEMARKS AND LICENSES**

**U.S. Federally Registered Trademarks and Trademark Applications**

<b>Trademark</b>	<b>Application No.</b>	<b>Trademark No.</b>	<b>Registration Date or [Filing Date]</b>
THERMOTEMP	87/417,319	N/A	[4/19/2017]
JM	87/460,900	N/A	[9/7/2017]
JM MASTERBUILT EST 1973	87/460,988	N/A	[9/7/2017]
SMOKE HOLLOW	-	3,149,798	9/26/2006
SPORTABLE	-	3,636,055	6/9/2009
SMOKE CHEF	-	4,787,428	8/4/2015
SMOKE TRONIX	-	4,989,827	6/28/2016

**Trademark Licenses**